

DOCUMENT #5567
ADOPTED 5/13/93

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

MING'S SUPERMARKET, INC.

This agreement is made as of the ____ day of _____, 1993 by and between the Boston Redevelopment Authority, hereinafter called the Licenser, and Ming's Supermarket, Inc., hereinafter called the Licensee.

A License to occupy the License Area known as Parcel SE-88 of the South End Urban Renewal Area, as shown in Exhibit A attached hereto and incorporated in this Agreement, is approved subject to the following terms and conditions:

1. The License Area is Parcel SE-88, located at 83 East Berkeley Street in the South End Urban Renewal Area, Project No. Mass. R-56, and contains approximately 6,889 square feet of vacant land. The License Area has been improved with eighteen (18) parking spaces.
2. The License Area shall be used exclusively as an off-street facility for commercial parking and residential parking. The Licensee shall use up to thirteen (13) parking spaces. The remaining five (5) spaces shall be sublicensed to T.D.C. East Berkeley Street Management, Inc. (TDC) for \$1.00 for use by Marc Tyler Condominium residents located at 75 through 81 East Berkeley Street.
3. The Licensee agrees that it is not eligible for relocation benefits.
4. This License shall commence from the date hereof and shall continue in full force and effect for a period of one-year from the date of execution unless terminated earlier by Licenser upon the giving of thirty (30) calendar days' notice to terminate.
5. The Licensee Fee shall be \$11,700.00 for a period of one-year for the use of up to thirteen (13) parking spaces. The License Fee shall be payable in twelve (12) monthly payments of \$975.00 payable to the Licenser commencing with the execution of the Agreement

6. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area, or any sublicensee, its agents, servants, employees, visitors, guests, or any and all other persons or corporations dealing with the sublicensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
7. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, Two Million Dollars (\$2,000,000) aggregate. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
8. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
9. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
10. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
11. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper

persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

12. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the License, shall be at the sole risk of the Licensee.
13. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special conditions", attached hereto and incorporated herein, and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
14. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that this Agreement has been terminated.
15. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
16. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Paul L. Barrett, Director

MING'S SUPERMARKET, INC.

By: _____

APPROVED AS TO FORM:

Chief General Counsel
Boston Redevelopment Authority

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clear condition at all times.
3. Licensee shall be responsible for any of their employees or agents working on or in the License Area for conformance with this License Agreement.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensors' design staff. It is agreed between the Licensors and the Licensee that any fencing material installed by the Licensee shall be at his sole expense. Should the Licensee vacate the License area at any time during the term of this License, it is expressly understood and mutually agreed by both parties that the Licensee shall have the right to remove and retain ownership of said fencing, while also restoring the License Area to its original condition, removing any and all objects which might create a hazard or nuisance, at his sole expense. It is further acknowledged by the Licensors that the Licensee shall undertake certain improvements to the property at his sole expense, including the installations of lights to illuminate the License Area, as well as making provisions to fill and level any potholes which might exist in the affected License Area.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.

9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor
10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take engineering, environmental, utility and other studies, site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any Licensee authorized by the Licensor to utilize the License Area.
11. License acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
13. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning code, and rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion, shall issue.
14. The Licensee at any one time shall not park within the License Area more than 18, vehicles on the License Area.
15. Licensee shall be responsible for all site repairs and site improvements and agrees that any changes to the License Area's design be submitted to the Licensor for approval before proceeding.
16. Licensee shall install and maintain at its cost all necessary lighting and shall be responsible for usage and lighting.
17. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation all grates or entrances must be properly secured.
18. Licensee shall maintain in operation, continuously from dusk to dawn, and such other times as may be deemed necessary by the Licensor, the lighting on the parking lot within the License Area.

19. Licensee shall install and maintain at its expense all gates and fencing necessary during the term of the Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licensor.
20. Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licensor to, at some future time, publicly solicit proposals for the long-term use of the License area. This License carries with it no right or favor towards the future re-use of the parcel.

MARIA FARRA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MARR 71-58
PARCEL 25-58, LOCATED AT 53 EAST BERKELEY STREET

SUMMARY: This memorandum concerns a proposed License Agreement with Ming's Supermarket, Inc. for the use of Parcel 25-58 in the South End Urban Renewal Area for commercial parking and residential parking.

Ming's Supermarket, Inc., Ming's Supermarket located at 1102-1104 W. Irving Street, is requesting the use of Parcel 25-58 for commercial parking and residential parking. Parcel 25-58 is located at 53 East Berkeley Street and contains approximately 2,000 square feet of vacant land in the South End Urban Renewal Area, Project No. MARR 71-58. Parcel 25-58 has been improved with 16 parking spaces.

Ming's Supermarket is requesting that the DRA enter into the execution of a License Agreement between the DRA and Ming's Supermarket for the use of Parcel 25-58. The License Agreement would provide for a minimum 12 parking spaces for use by customers of Ming's Supermarket and the remaining five (5) parking spaces for use by Marc Tyler Condominium residents. Ming's Supermarket would pay the DRA not less than \$75.00 per space per month of each of the thirteen (13) parking spaces to be used by customers of Ming's Supermarket for one year. The payment for the year would be a total of \$11,250.00. Ming's Supermarket will provide for the remaining five (5) spaces to be used by Marc Tyler Condominium residents to T. D. G. East Berkeley Street Management, Inc. (TDC) for \$1.00. The Marc Tyler Condominium project is an early five unit mixed-income residential development located at 75 through 81 East Berkeley Street.

In order to maintain and secure the parking lot property, it was necessary to repair the existing four (4) foot fence and to install steel guard rails. The capital improvements costing \$2,550.00 were paid by TDC. Ming's Supermarket has agreed to reimburse TDC for the improvements to the site in the amount of \$2,550.00.

TAKEN UNDER ADVISEMENT

APRIL 1, 1993

APRIL 29, 1993

MEMORANDUM

MAY 13, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
PARCEL SE-88, LOCATED AT 83 EAST BERKELEY STREET

SUMMARY: This memorandum requests authorization to execute a License Agreement with Ming's Supermarket, Inc. for the use of Parcel SE-88 in the South End Urban Renewal Area for commercial parking and residential parking.

Ming's Supermarket, Inc., (Ming's Supermarket) located at 1102-1108 Washington Street, is requesting the use of Parcel SE-88 for commercial parking and residential parking. Parcel SE-88 is located at 83 East Berkeley Street and contains approximately 6,889 square feet of vacant land in the South End Urban Renewal Area, Project No. Mass. R-56. Parcel SE-88 has been improved with 18 parking spaces.

Ming's Supermarket is requesting that the BRA authorize the execution of a License Agreement between the BRA and Ming's Supermarket for the use of Parcel SE-88. The License Agreement would provide up to thirteen (13) parking spaces for use by customers of Ming's Supermarket and the remaining five (5) parking spaces for use by Marc Tyler Condominium residents. Ming's Supermarket would pay the BRA not less than \$75.00 per space per month of each of the thirteen (13) parking spaces to be used by customers of Ming's Supermarket for one year. The payment for the year would be a total of \$11,700.00. Ming's Supermarket will sublicense the remaining five (5) spaces to be used by Marc Tyler Condominium residents to T.D.C. East Berkeley Street Management, Inc. (TDC) for \$1.00. The Marc Tyler Condominium project is the thirty-five unit mixed-income residential development located at 75 through 81 East Berkeley Street.

In order to maintain and secure the parking lot properly, it was necessary to repair the existing four (4) foot fence and to install steel guard rails. These capital improvements costing \$3,850.00 were paid by TDC. Ming's Supermarket has agreed to reimburse TDC for the improvements to the site in the amount of \$3,850.00.

It is, therefore, recommended that the Director be authorized to execute a License Agreement with Ming's Supermarket for the use of Parcel SE-88 for an interim parking facility for commercial parking and residential parking. The License Agreement would (1) allow Ming's Supermarket to use up to thirteen (13) spaces in the lot at not less than \$75.00 per space per month for a period of one year in the amount of \$11,700; and (2) require Ming's Supermarket to sublicense up to five (5) spaces to TDC for \$1.00 for use by Marc Tyler Condominium residents. In addition, Ming's Supermarket has agreed to reimburse TDC for documented capital improvements to the parking lot in the amount of \$3,850.00.

An appropriate vote follows:

VOTED: That the Director be authorized to execute a License Agreement with Ming's Supermarket for the use of Parcel SE-88 located at 83 East Berkeley Street for an interim parking facility for commercial parking and residential parking. The license fee for the use of thirteen (13) parking spaces by Ming's Supermarket shall be not less than \$75.00 per space per month for a period of one year in the amount of \$11,700.00. In addition, the License would require Ming's Supermarket to sublicense five (5) parking spaces to TDC for \$1.00 for use by Marc Tyler Condominium residents. Said License shall provide that the Licensee shall obtain liability insurance naming the BRA as an additional insured in all policies, in accordance with the BRA's usual form. Said License Agreement is to contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond this temporary tenancy. Said License shall also include such terms and conditions as the Director deems proper and in the best interest of the BRA. Furthermore, the Director is authorized to execute any and all documents determined to be necessary and appropriate by the Director in connection with the license of Parcel SE-88.

